

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3369533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRENDAN BIOSCIENCE LLC	03/06/2015
RECEIVING PARTY DATA	
Name:	DANTINI DIAGNOSTICS LLC
Street Address:	656 BATTERSEA DRIVE
City:	ST. AUGUSTINE
State/Country:	FLORIDA
Postal Code:	32095
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8309318
CORRESPONDENCE DATA	
Fax Number:	(407)926-7720
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4079267726
Email:	kathy.tissue@iplawfl.com
Correspondent Name:	TIMOTHY H. VAN DYKE
Address Line 1:	390 N. ORANGE AVE., SUITE 2500
Address Line 4:	ORLANDO, FLORIDA 32801
ATTORNEY DOCKET NUMBER:	11415-002
NAME OF SUBMITTER:	TIMOTHY H. VAN DYKE
SIGNATURE:	/Timothy H. Van Dyke/
DATE SIGNED:	05/27/2015
Total Attachments: 8	
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PATENT TRANSFER AND ASSIGNMENT AGREEMENT

This Patent Transfer and Assignment Agreement (“Agreement”) is entered into effective February 1, 2015 (“Effective Date”) by and between BrenDan Bioscience, LLC (“BrenDan”), Brent Dorval (“Inventor”) and Dantini Diagnostics, LLC (“Assignee”).

WHEREAS, BrenDan, James White, and Daniel Dantini (“Dantini”) entered into a Membership Interest Purchase Agreement whereby, effective October 1, 2014, in connection with the settlement of litigation between BrenDan, Dantini and Inventor referenced therein, (the “Settlement”), Dantini agreed to assign his membership interest in BrenDan to James White (“MIAA”);

WHEREAS, in consideration for the membership interest purchase contemplated by the MIAA, BrenDan agreed to assign a patent and related know-how to Assignee;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 “Escrow Agent” refers to West Hill Technology Counsel, Inc., 900 Cummings Center, Suite 206-T, Beverly, MA 01915.

1.2 “Patent” means that patent and application listed in Exhibit A hereto, and all divisions, continuations (excluding continuations-in-part claiming new subject matter), reissues, re-examinations, substitutes, and extensions of the patent and patent application as they arise.

1.3 “Patented Test Technology” or “PTT” means the Patent and the technology and know-how pertaining to its proprietary assay and related diagnostic testing protocols (“Know-How”). Know-How shall include any all procedure manuals and documents, list of current and prior sources or materials, other information related to best practices with respect to manufacture and testing of such proprietary assay and related diagnostic testing protocols. The parties acknowledge and agree that the Know-How reasonably can be divided into two categories: (1) Know-How pertaining to the manufacture and testing of test kits for veterinary applications (“Vet Know-How”); and (2) Know-How specific to the manufacture and testing of test kits for human applications (“Human Know-How”).

2. Assignment and Transfer of PTT.

2.1 Patented Test Technology Assignment. BrenDan and Inventor hereby sell, assign, transfer and convey to Assignee all right, title and interest such parties has in and to the Patented Test Technology and all inventions and discoveries described in the Patent, including without limitation, all rights of BrenDan set forth in Section 2.2 and any and all rights of BrenDan to collect royalties under the Patent, except as specifically set forth in a separate Patent License Agreement entered into concurrently herewith by the parties (“Patent License”).

2.2 Assignment of Causes of Action. BrenDan hereby sells, assigns, transfers and conveys to Assignee all right, title and interest it has in and to any and all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patent and all inventions and discoveries described

therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patent.

2.3. No License. No license, immunity or other right to the Patented Test Technology is granted to or retained by BrenDan, its current or former members or employees, Inventor, or any third party under this Agreement, now or hereafter, either directly or by implication, estoppel or otherwise. Notwithstanding the foregoing, BrenDan and Assignee acknowledge and agree that they have entered into the Patent License as a part of the Settlement, which such license may be recorded by BrenDan with the USPTO after filing of the Assignment as set forth in Section 3.1(b). Inventor is not a party to the Patent License and is granted no rights thereunder.

3. Delivery and Escrow.

3.1 Delivery. Within ten (10) days following the date on which the Agreement is fully executed by the parties, BrenDan shall

- a. deliver to Assignee an executed original of the Assignment of Patent Rights, set forth in Exhibit B hereto ("the Assignment"), duly notarized by an authorized representative of BrenDan;
- b. cause the counsel of record for the Patent to record the Assignment with the U.S. Patent and Trademark Office; as of the Effective Date the patent counsel of record is: Timothy VanDyke, Beusse Wolter Sanks & Maire, 390 N. Orange Ave., Orlando, FL 32801; tel. 407-926-7726.
- c. deliver to Assignee one non-electronic copy of the Vet Know-How;
- d. deliver to the Escrow Agent one electronic copy of the Human Know-How; and throughout the term of the Agreement, shall deliver to the Escrow Agent any and all updates to the Human Know-How necessary or desirable for the manufacture and testing of test kits utilizing the PTT for human applications (collectively the "Deposit Material"); and
- E. remit payment to the Escrow Agent in the amount of \$1,000.00.

3.2 Escrow Terms. During the Option Period, as defined in the Patent License, Escrow Agent shall maintain one (1) copy of the Deposit Material. Upon expiration of the Option Period, the parties may agree upon a new, mutually acceptable escrow agent, or BrenDan may elect to extend the escrow terms set forth in this Section 3 subject to annual payments to Escrow Agent, in advance, of \$500.00 per year due on October 1 during the remaining Term of the Patent License. At all times during the Term of the Patent License, BrenDan shall remain responsible for maintaining the Deposit Material in escrow in accordance with the terms of this Agreement. Escrow Agent shall have no liability of any type for any failure of BrenDan to deposit, update or maintain the escrow services contemplated by this Agreement.

3.3 Escrow Release Conditions: BrenDan and Assignee agree that Escrow Agent shall release the Deposit Material solely upon written notice of one or more of the following conditions: (a) BrenDan's or Inventor's breach of Section 3.1, 3.2, 3.4 or 4 of the Agreement; or (b) termination of the Patent License by either party in accordance of the provisions of Section 9 thereof; or (c) BrenDan's

failure to function as a going concern or operate in the ordinary course; or (d) BrenDan is subject to voluntary or involuntary bankruptcy.

3.4 Further Cooperation. At all times during the Term, BrenDan shall retain one copy of Human Know-How. At the reasonable request of Assignee, or its successors, assigns or other legal representatives and without further consideration, BrenDan and Inventor shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, as necessary or desirable for fully perfecting and conveying unto Assignee the benefit of the transactions contemplated hereby.

4. Representations and Warranties. BrenDan and Inventor hereby represent and warrant to Assignee as follows as of the Effective Date:

4.1 Title and Contest. To the best of such party's knowledge, after reasonable inquiry, assuming the effectiveness of the patent assignment made by Dantini and Inventor to BrenDan: (a) BrenDan has good and marketable title to the Patent, including without limitation all rights, title, and interest in the Patent to sue for infringement thereof; (b) the Patent is free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer; (c) there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent; (c) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire or license the Patent; and (d) there are no other patents issued and/or applications pending for or on behalf of BrenDan or Inventor which include (or will include) claims such that practice of any of the claims of the Patent conveyed in this Agreement would reasonably require a license under any claim of such other patents.

4.2 Know-How. The materials delivered pursuant to Section 3.1(c) and 3.1(d) are the same, accurate and complete materials used by BrenDan or Inventor, or that would be used by BrenDan or Inventor, in order to effectively manufacture and test the test kits as of the date of such delivery.

4.3 Conduct. Each party has not and will not engage in any conduct, or fail to perform any necessary act, the result of which would invalidate the Patent or hinder its enforcement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of law. Any claim brought by BrenDan to enforce the terms of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within Jacksonville, Florida. Any claim brought by Assignee to enforce the terms of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within Boston, Massachusetts.

6. Entire Agreement. The terms and conditions of this Agreement, including its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. These terms and conditions will prevail notwithstanding any different or conflicting terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in

this Agreement.

7. Assignment. The terms and conditions of this Agreement shall bind and inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall bind and inure to the benefit of BrenDan, its successors, assigns and other legal representatives.

In witness whereof, the parties have executed this Agreement as of the Effective Date:

BrenDan BioScience, LLC

Dantini Diagnostics, LLC

By: _____

By: *Daniel Dantini* *MD*

James White
Member

Daniel Dantini
Member

Inventor

By: _____

Brent Dorval, in his individual capacity

West Hill Technology Counsel, Inc., solely with respect to the escrow provisions set forth in Section 3 hereof

By: _____

Louise Leduc Kennedy, President

this Agreement.

7. **Assignment.** The terms and conditions of this Agreement shall bind and inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall bind and inure to the benefit of BrenDan, its successors, assigns and other legal representatives.

In witness whereof, the parties have executed this Agreement as of the Effective Date:

BrenDan BioScience, LLC

Dantini Diagnostics, LLC

By:  _____

By: _____

James White
Member

Daniel Dantini
Member

Inventor

By:  _____

Brent Dorval, in his individual capacity

West Hill Technology Counsel, Inc., solely with respect to the escrow provisions set forth in Section 3 hereof

By: _____

Louise Leduc Kennedy, President

Exhibit A
Patent Rights Assigned

Patent No.	App. No.	Country	Filing Date	Patent Date	Title/Inventor
8,309,318	11/434,511	US	May 16, 2006	Nov. 13, 2012	"Detection of antigen specific immunocomplexes" Dorval; Brent (Hopedale, MA) Dantini; Daniel C. (Ormond Beach, FL)

Exhibit B

Assignment of Patent Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, **Brendan Bioscience, LLC** ("BrenDan") hereby grants and assigns to **Dantini Diagnostics, LLC** (the "Assignee") all of BrenDan's right, title and interest in and to the following patent and patent applications (the "Assigned Patent"), and the underlying inventions described in the patent and patent applications, and all existing and future modifications, derivations and improvements thereon, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Assigned Patent and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom, including any and all claims and rights to injunctive relief and damages for infringement (including past infringement) of any of the Assigned Patent and the sole right to sue and recover therefor under such patent:

Patent No.	App. No.	Country	Filing Date	Patent Date	Title/Inventor
8,309,318	11/434,511	US	May 16, 2006	Nov. 13, 2012	"Detection of antigen specific immunocomplexes" Dorval; Brent (Hopedale, MA) Dantini; Daniel C. (Ormond Beach, FL)

BrenDan further assigns to Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions, modifications, derivations and improvements thereon and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

BrenDan does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to issue such Letters Patent as shall be granted upon any said patent application(s) to Assignee, its successors or assigns.

IN WITNESS WHEREOF, BrenDan Bioscience, LLC has caused this Patent Assignment to be duly signed on its behalf.

BrenDan Bioscience, LLC

By: _____

[Signature]
James White
Member

Date: March 6, 2015

State of MA)
Plymouth County)

Before me this 6th day of March, 2015, personally appeared James White, to me known to be the person who is described in and who signed the foregoing Assignment and acknowledged to me that he/she signed the same of his/her own free will for the purpose therein expressed.

[Signature]

Notary Public



JANET F. KUSINS
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 23, 2016